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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

DISH NETWORK L.L.C. et al.,

Plaintiffs,

v.

KARAPET MENEMSHYAN et al.,

Defendants.

Case No. 2:11-cv-07385-RGK-MRW

**FINAL JUDGMENT AND
PERMANENT INJUNCTION**

1
2 **I. NATURE OF THE CASE**

3 1. Plaintiffs DISH Network L.L.C., EchoStar Technologies L.L.C., and
4 NagraStar LLC (collectively, “DISH Network”) brought this action against
5 Defendant Karapet Menemshyan for unlawfully circumventing the DISH Network
6 security system and intercepting encrypted, copyrighted, subscription-based DISH
7 Network satellite television programming. Defendant accomplished this in part by
8 subscribing to a pirate television service operated by www.dark-angel.ca (“Dark
9 Angel”). The Dark Angel service provided Defendant with the control words or
10 “keys” needed to decrypt DISH Network’s satellite signal and view DISH Network
11 programming without authorization from or payment to DISH Network.

12 2. Defendant was properly served with a copy of the summons and
13 complaint, but failed to file an answer, responsive pleading, or otherwise defend
14 himself from the lawsuit within the time allowed. DISH Network submitted
15 evidence that Defendant is not an infant, not an incompetent person, and not on
16 active duty in the military or otherwise exempted under the Service Members’ Civil
17 Relief Act.

18 3. As a result of Defendant’s failure to answer, or otherwise appear in
19 this action at all, the Court accepts as true the following well-pleaded allegations in
20 DISH Network’s complaint:

21 (a) DISH Network is a multi-channel video provider that delivers
22 video, audio, and data services to approximately 14 million subscribers via a direct
23 broadcast satellite system. DISH Network uses high-powered satellites to
24 broadcast, among other things, movies, sports and general entertainment services to
25 consumers who have been authorized to receive such services after payment of a
26 subscription fee, or in the case of a pay-per-view movie or event the purchase price.
27 (Dkt. 1, ¶¶ 12-13.)
28

1 (b) DISH Network contracts for and purchases the distribution
2 rights for most of the programming broadcast on the DISH Network platform from
3 providers such as network affiliates, pay and specialty broadcasters, cable networks,
4 motion picture distributors, sports leagues, and other holders of programming
5 rights. The works broadcast on the DISH Network platform are copyrighted.
6 DISH Network has the authority of the copyright holders to protect these works
7 from unauthorized reception and viewing. (Dkt. 1, ¶¶ 14-15.)

8 (c) DISH Network programming is digitized, compressed, and
9 scrambled prior to being transmitted to multiple satellites in geo-synchronous orbit
10 above Earth. The satellites then relay the encrypted signal back to Earth where it
11 can be received by DISH Network subscribers that have the necessary equipment,
12 consisting primarily of an EchoStar Technologies receiver and NagraStar smart
13 card. (Dkt. 1, ¶¶ 16-18.)

14 (d) The EchoStar Technologies receiver processes an incoming
15 DISH Network satellite signal by locating an encrypted part of the transmission
16 known as the entitlement control message and forwards that message to the
17 NagraStar smart card. Provided that the subscriber is tuned to a channel he is
18 authorized to watch, the smart card uses its decryption keys to unlock the message,
19 uncovering a control word. The control word is transmitted back to the receiver in
20 order to decrypt the DISH Network satellite signal. (Dkt. 1, ¶¶ 19-21.)

21 (e) Dark Angel was an Internet key sharing (“IKS”) service that
22 provided end-users the control words needed to descramble DISH Network
23 television programming without authority and without payment of a subscription
24 fee to DISH Network. (Dkt. 1, ¶ 25.)

25 (f) Defendant violated the Electronic Communications Privacy Act,
26 18 U.S.C. §§ 2511(1)(a) and 2520, as alleged in Count III, by obtaining DISH
27 Network’s control words through the Dark Angel IKS service and using them to
28 intentionally intercept DISH Network programming. (Dkt. 1, ¶¶ 27-30, 41-43.)

1 4. In accordance with 18 U.S.C. §§ 2511(1)(a) and 2520, DISH Network
2 requested statutory damages of \$10,000, a sum certain, for Defendant's interception
3 of DISH Network's encrypted satellite signal. (Dkt. 1, p. 10.)

4 5. DISH Network has agreed to dismiss with prejudice Count I alleging
5 violations of the Digital Millennium Copyright Act, 17 U.S.C. § 1201(a)(1), and
6 Count II alleging violations of the Communications Act, 47 U.S.C. § 605(a), so that
7 a final judgment may be entered in this case.

8 **II. FINAL JUDGMENT & PERMANENT INJUNCTION**

9 Upon default of the Defendant, the Court, having reviewed the record,
10 evidence, and applicable law in this matter, hereby **ORDERS** as follows:

11 (1) Defendant and anyone acting in active concert or participation with, or
12 at the direction or control of Defendant, is hereby permanently enjoined from:

13 A. circumventing or assisting others in circumventing DISH
14 Network's security system, or otherwise intercepting or assisting others in
15 intercepting DISH Network's satellite signal;

16 B. testing, analyzing, reverse engineering, manipulating, or
17 otherwise extracting codes, data, or information from DISH Network's satellite
18 receivers, smart cards, satellite data stream, or any other part or component of the
19 DISH Network security system.

20 (2) This permanent injunction takes effect immediately.

21 (3) Judgment is entered in favor of DISH Network on Count III of the
22 complaint alleging violations of 18 U.S.C. §§ 2511(1)(a) and 2520.

23 (4) Statutory damages in the amount of \$10,000 are awarded to DISH
24 Network in accordance with 18 U.S.C. § 2520(c)(2)(B).

25 (5) Attorney's fees in the amount of \$1,200 are awarded to DISH Network
26 in accordance with 18 U.S.C. § 2520(b)(3) and L.R. 55-3.

27 (6) Counts I and II of the complaint are dismissed with prejudice.
28

1 (7) The Court retains jurisdiction over this action for the purpose of
2 enforcing this final judgment and permanent injunction.
3

4 **IT IS SO ORDERED.**
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9 Dated: February 3, 2012
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A handwritten signature in black ink, reading "R. Gary Klausner", written in a cursive style.

Hon. R. Gary Klausner
United States District Judge